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n pieces printed China Silk, worth 39c yd 7-inch black watered Sash Ribbon, 50c Two pieces fine quality Clay Worsted, for Men's Suitings, 58 inches \$2.50yd worth \$1 yard.....

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We are remodeling our Warerooms, and have moved into a temporary office and salesroom, one door south of old number, where you will find a number of beautiful Upright Planos, which we will sell at greatly reduced prices, and on the lowest possible terms. We have also several | Kern, at that time, began the second argu-Square Pianos in first-class condition, very cheap for cash, or on time payments. It will pay you to give us a call.

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THE BROWNIES REHEARSING. Characters and Costumes for the Fairy-

dand Show. Monday evening the stage of the Grand Opera House will be peopled with Brownies will personate the elfs and fays are having active rehearsals. The entertainment to be given will be for the benefit of the Flower Mission and the members of that organization are present each day to chaperone the children and to assist in the preparations. Madame Rose, of Chicago, is drilling the children and yesterday after 4 o'clock the stage presented a lively appearance. Children from the wee tots of three and four years to girls and boys who have reached the dignity of teens, marched, danced, sang and spoke and performed their parts with much spirit and intelligence. Those who selected the cast were wise in the judgment. The Prince has a strong voice and shows dramatic talent of considerable strength. The Queen of the Flowers has a sweet voice and enacts the part very gracefully. Estetica and the dude are very nusing and the Italian and his bear, who afterward turn out to be the missing twins, are great. The public will be surprised at the beautiful voices some of the children have. The Italian has a voice that will rival those of the famous boy singers who have been graveling through the country and making large sums. The Brownies are a people that Palmer Cox has made famous and they in turn have given him a name which encircles the earth. The stories, in rhyme, of the doings of the Brownies, are watched for by children of every nation. The enter-tainment called "Brownies in Fairyland," is in rhyme, prepared by Palmer Cox and the whole was arranged by him, so that . sildren will in the performance at the Grand make these characters, which they thow and love so well, seem real. The costuming will be of the lightest and airiest aginable for the fairies, and in the Brownies there will be the policeman, the dude, the Irishman, the German, the Chinathe Indian, the American, the poet and dozens of others. Nearly every character is a speaking one. All the stage is to be appropriately decorated so as to make it like a veritable garden of flowers, over which the Queen and her court reign. The acene will be a good representation of Decoration day on Wednesday, when a matinee will be given, and each night of the week except Saturday.

Sozialer Turnverein Exhibition. The annual gymnastic exhibition of the Sozialer Turnverein will be given at Tomlinson Hall next Monday night, Besides the regular programme, which includes gymnastic events of various kinds, there will be an exhibition of the manner of training children with a view to their muscular development. This part will in-clude the entire programme through which a child is taken from the time it enters the school until it is grown. Complimentary tickets will be given to all the teachers of the public schools and a large number to the school children

Candidates for School Commissioner. In Mr. Coffin's district, where the women will try to elect Mrs. J. S. Jenckes, a new candidate has been announced for F. Appel. In Mr. Vonnegut's district his son, Franklin Vonnegut, has been suggested. He says he will not seek the nomination, but will accept and make the race if the nomination is tendered him. Each of these districts is already plentifully supplied with candidates.

Bedroom Sets at Wm. L. Elder's.

### WILL END TO-MORROW

THE BANK CASE JURY WILL PROB-ABLY RETIRE IN THE AFTERNOON.

Mr. Winter Concludes His Argument for the Defense and John W. Kern Begins.

The greater part of the day yesterday in the trial of the bank case was taken by Ferd Winter in his argument for the defense. His presentation of the evidence to the jury was an exceptionally strong one for the defense. At the beginning of his argument on Wednesday afternoon he was confronted with the task of explaining to the jury every one of the multitude of transactions covered by the indictment and showing that they were honest and legitimate transactions and were proven to be such by the evidence that had been adduced upon the trial of the case. Under the light of his explanation the questionable character of each transaction, in the turn in which it was taken up, rapidly disappeared, for the time at least, and the transactions were spread before the jury as ordinary dealings between banker and patron. Upon the counts charging misapplication of the funds of the bank he argued to the jury, upon the presentation of the evidence from his point, that no money was actually misapplied, that the effects in many cases simply resulted in a change of the credits of the bank. On the counts charging false entries Mr. Winter argued that the entries were false in no particular inasmuch as the transactions were admitted to have been correctly recorded and the paper used in the transactions was all secured by bonds and mortgage and the entries could not be false in the sense that the paper was worthless.

Mr. Winter closed at 4 o'clock and Mr. ment for the government. He explained the national banking law under which the indictment was drawn and then delivered a bitter invective against the defendants for the violation of the law as charged in the indictment. Mr. Kern will probably conclude his argument by noon to-day and will be followed by Mr. Duncan, who closes

EXPLAINING BAD FEATURES.

Mr. Winter Turns Attention to the Government's Strong Points. At 9 o'clock yesterday morning Ferd Winter continued his argument on behalf of the defense, beginning with the consideration of Count 13 of the indictment, which ha said was an exact duplicate of the sixteenth with the exception of slight differences in the language. These two counts, with counts Nos. 14 and 15, he said, were neither specific nor general, but had reference to transactions between certain dates. He took up the consideration of these counts in reference to priority date. Count No. 15 had reference to the transactions from March 3 to May 8, 1893, and charged the misapplication of \$12,732.51 during that period. The period of time covered by all of the indictments extended from March 3 to July 17, and included the date of May 9. the time of the deposit of \$44,000. Counsel argued that the effect of the transactions simply resulted in a change of credits without loss, and that no money was drawn out of the bank. He said upon the deposit of the \$44,000 there was nothing checked out. but the deposit had simply been made to take out paper upon which checks had been drawn, this paper having been returned to the bank. The transaction of July 13, he said, was exactly similar to that of May 9. He said there was no denial of the fact that during the time covered by indictments 13 to 16, inclusive, there had been a large sum of money paid to the cabinet company by the bank, but the essence of the charge was that in paying this money Haughey was guilty of a willful misapplication of the funds of the bank and the defendants aided and abetted him.

He then commented upon the testimony

of Teller Robinson as to the general character of the transactions between the company and the bank, citing the testimony posits made during the period of time covered by these counts of the indictment, showing the total deposits, exclusive of the paper of the cabinet company, to have been \$108,119.33. Then he took up the checks drawn, and, citing the overdraft of \$5,000 on Feb. 28 and credit of \$134 on July 13, said that it was apparent from the checks introduced in evidence that they only ex-ceeded the amount of these deposits in the sum of \$7,000, and explained that its fall-ure to keep up was due to the stringency of money and frequent return of paper. In connection with these counts he took up all the paper in evidence under them, and argued that no money was lost to the bank by permitting the company to wipe out an overdraft by the deposit of its pa-per or that of branch concerns, because it was simply a change of credits, and the bank still had a credit for the amount of the overdraft upon the paper deposited. Mr. Winter dwelt at length, in this connection, upon the present financial condition and that which spread over the country in the winter of '92-93, and has since continued. He said the stringency of the money market was responsible for the return of a large number of the cabinet company's drafts upon customers which it was compelled to take up. He expatiated upon the extent of the business, and said for the money lent the company it put into the bank drafts upon its customers day by day, and the question for the jury to decide was one of good faith as to whether Haughey acted in good faith in discounting the drafts and the defendants in presenting them. Mr. Winter then entered into an abstract discussion of the necessity of manufacturers and business men generally operating to a large extent upon borrowed capital, on account of giving long credit to his patrons, and being without the use of his money for a considerable He said the stress that had been laid

upon the fact that the cabinet company had borrowed from the bank more than 10 per cent. of its capital stock amounted to nothing whatever. He admitted such to be the fact, but said it was no crime. The law prohibited the loaning of money in excess of that limit, but made the disregard of the law no crime. The letters which passed between F. A. Coffin, Haughey and P. B. Coffin in relation to the attempt to organize the London company for the purpose of taking up the debt to the bank was taken up. Mr. Winter commented upon the fact of their being in possession of the government as an evidence of the seizure by the government as an evidence of the seizure by the government of all the papers of the defendants that it could get hold of. He said the only purpose for which they could be introduced was to show the guilty intent of the defendants, as they antedated the period covered by the indictment. He took up these letters separately and explained the paragraphs upon which the government paragraphs upon which the government had laid particular stress. The letter of P. B. Coffin, in which he said he could not take up the Lynch mortgage on account of the presence of a bank examiner was made the subject of special cominer was made the subject of special comment, and explained on the line of the tes-timony of P. B. Coffin while upon the witness stand. He went into the details of the entire London transactions as brought out in evidence, and then took up the question of motive. He laid down the proposition that men do not commit crimes without motive, which proposition he followed up with an argument to show the lack of the establishment of a motive by the evidence of the government. He said the government, realizing this, had started out in the case upon the theory that the money was sequestered in London for the benefit of the defendants, but had been blown out of water by the defense when they showed that \$54,000 more had come back from London than went over, He said the prosecution had failed to show that any of the money borrowed from the bank went into the pockets of the defendants in any way. In recurring to the operation of the London company he said t was shown by the testimony of the defense that \$54,000 more came back than was sent over there and when the attorney for the receiver of the company went to that city he found assets valued at \$25,000, ac-

cording to English accountants, which, added to the amount which was sent back

to the bank, makes \$79,000, which is the value of the goods sent to the London

On the question of the dividends that had been declared by the company Mr.

Had Two Fingers Amputated.

Acme Milling Company, on West Washington street, while pulling cars yesterday morning about 7:30 o'clock with a spool

upon the fact that the company had given its notes to Lydia R. Coffin and Rhoda M. Coffin, without security, for their divi-dends. He construed this to be evidence of faith of the defendants in the solvency of the company and its ability to pay its debts, because of the relationship of the parties and natural disposition to protect these stockholders, at least. Then he took up that part of the evidence relating to the value of the property and compared the figures given in evidence to show that the

ty and assets increased in a proportionate In speaking of the valuation placed upon the property by the different witnesses Mr. Winter "roasted" Herman Lauter to a crisp brown for having pirated the cata-logue of the United States Office Furniture Company. After dropping Lauter he com-mented upon the evidence of the other witnesses that testified as to the value of

debt to the bank and value of the proper

counts charging misapplication Mr. Winter said he thought the evidence had shown that both Haughey and the defendants in every instance in perfect good He recounted the conversation be-Haughey and Coffin in January, 1893, in which the latter gave his reasons for believing that the tide would turn about July, and counsel said he believed it had urned in July as was evidenced by the reduction of the pay roll and the fact that on July 13 the company had a credit of \$134, and from this time on there never was an overdraft. The court then adjourned for the

### MR. KERN BEGINS.

noon recess.

He Uses Bitter Invective Against the Defendants-Mr. Winter Concludes. Upon the convening of the court for the afternoon session Mr. Winter took up the counts of the indictment alleging that the defendants aided and abetted Haughey in the making of certain false entries upon the books of the bank. There are two classes of counts charging false entries, the difference being in the intent charged. One class of counts charge that the false entries were made with the intent to deceive and defraud the association, while another class of counts relating to the same transactions charge that the intent was to deceive the officers and agents of the government. Mr. Winter said there was no controversy in the evidence; that all the transactions were correctly recorded on the books of the bank, and there was no false entry in the sense of the wrongful recording of the transactions. He said, however, he anticipated, from expressions of the court and the line of evidence followed by the government, that the jury would be instructed that the deposit of paper upon which credit was received, which was known by the bank and the depositor to be worthless, would constitute a false entry in the law. The jury in a federal court is bound by the instructions of the court as to what is the law, and are not, as in the State courts, the exclusive judges of the theory that the instructions of the court upon the law applicable to the case would be as he had stated, Mr. Winter took up the evidence introduced under the counts charging false entries for the purpose of demonstrating that the paper was not worthless and did not constitute a false entry, even under the construction of the law given as the probable instructions of the court. He took up each piece of paper made the basis of any charge of false en-try, and traced it through the various transactions, until he finally came to the the bank at the present time.

paper which was given in renewal of it and which was in the hands of the receiver of The purpose of this detailed presentation to the jury was to show that all of the paper was secured by the bonds and mortgage upon the property of the company, which the defense claimed was ample security to the bank for the debt of the company. argued at some length the point upon the authority of F. A. Coffin to pledge the bonds to the bank as security for its debt, which had been questioned by the government. He averred, as a proposition of law, that a verbal authorization of the pledge was equally effective with a formal authorization in writing, and that it was competent to prove by parol evidence that the authorization had been verbal. On the question of the character of the paper drawn or accepted by any of the branch concerns, Mr. Winter argued that it was all worth its face, or at least believed to be so by both Haughey and the defendants, because back of it was the credit of the cabinet company and the worth of its entire property, which, he said, was worth at least a half million dollars, and shown by the evidence to have been worth over \$700,000. In conclusion Mr. Winter said: "Now, gentlemen of the jury, I have consumed a great deal of your time in going through the details of the evidence because I felt that I would not have done my duty to my clients had I done less than I have. The defendants simply ask that you do The defendants simply ask that you do them justice. That is all they have a right to ask. If they had committed any wrong the opportunity has not been lacking to them to escape. The deputy district attorney, in speaking to you, made an appeal you make an example of these defendants. If an example is to be made it should be made of the man conducting the bank, and not the depositor who borrows money from the bank upon terms dictated by the bank. But the example that it is most important should be made is the example of justice being done. Trials are not for the purpose of examples, but for rendering justice. And now as to this poor Reed. The evidence clearly shows he is not responsible for anything that was done out there. F. A. Coffin is alone responsible for everything that was and his conscience is clear of any taint of wrong doing. If there is anything

that F. A. Coffin regrets it is that his-perhaps mistakes—has placed the liberty of his brother, P. B. Coffin, and this other defendant, A. S. Reed, in jeopardy."

Then, again referring to the appeal of Mr. Corr that an example be made of the defendants. Mr. Winter, with much pathos, referred to the crucifixion of the Savior as an example made in obedience to pop-MR. KERN BEGINS. It was just 3:55 o'clock when Mr. Winter closed his argument, after having spoken for eight hours in behalf of the defense. Mr. Kern immediately began the second argument for the government. In opening his argument he said the case, which hadproven a memorable one in its length, in its incidents and in its importance, was fast drawing to a close. He also prefaced his remarks with the usual phrases expressing the unpleasantness of the duty

that devolved upon him to prosecute the defendants, and then proceeded to a sort of historical sketch of the national banking laws, and a particular exposition of the sections of the law upon which the indictment against the defendants was based. He said the only safeguard to the public was the punishment of men who violated the provisions of the law. The government could not undertake to return to the depositors or the stockhoders the money which was lost to them through the disregard of the law. The only thing it could do was to rigidly enforce its law and inflict the punishment provided for its disregard. He entered into a sarcastic invective against the defendants and their transactions with the bank, and then took up a history of the various concerns upon which money was borrowed from the bank, saying the purpose of their organization was immaterial, but the question was upon the purpose for which they were

In this connection he read a letter from F. A. Coffin to his brother, P. B. Coffin, in which the former suggested that the company turn over to the veneer and panel company all of the property belonging to that department, and that it be charged with goods sold to it, and keep a separate bank account. The same letter suggested a similar course with the other companies. and that by this means a large part of the debt could be carried as acceptances between the various companies. He commented upon the evidence, showing that the managers of the New York and Boston branches did not know anything of the officers or directors of the companies by which they were employed. Then upon the question of the drafts of the branch concerns not being sent for-ward for collection, and the explanation of the defense that the defendants knew nothing of and had no control over the sending forward of drafts, Mr. Kern referred to the evidence of the two drafts sent forward to New York and Boston to get them out of the way of the bank examiner, and the information given Reed that such had been done and the latter's telegrams recalling them. Upon this evidence Mr. Kern asked the question, "If it was the custom to send these drafts for-ward, why did Mr. Haughey notify Reed that these two drafts had been sent and

tell him the reason for sending them?"

At this point the court adjourned till this morning.

Frank McCarter, an employe of the Winter cited evidence to show that the total amount of dividends did not amount to 6 per cent. Interest upon the capital invested for the time the company was in existence. On this subject he commented juped members.

HAD HER EYE ON HIM

SOME HABITS IN EX-COUNCILMAN M'GUFFIN'S HOUSEHOLD.

Little Scene When He Joined a Gun Club-Answer in Marion Street-Railway Suit.

Ex-Councilman John B. McGuffin and his

wife, Amanda J. McGuffin, were pitted against each other in the Superior Court, yesterday, each party clamoring for the decree of divorce. The case was called in Room 1 before Judge Winters, yesterday afternoon, and did not conclude until late last night. The details of the case were listened to yesterday by a hundred or more women, evidently the neighbors of the couple. The ex-councilman filed a suit for divorce some weeks ago, alleging cruel treatment on the part of his wife. The latter a few days ago filed a cross-complaint bringing the same charges against her husband. The couple, until their separation, in April, lived at No. 5 Camp street, where, from the evidence adduced yesterday, they must have lived a harrowing existence.

McGuffin is a foreman, employed by the Indianapolis Chair Company, and receives a salary of \$100 a month. His wife was endeavoring to secure a portion of this salary as alimony, and on this point the principal fight was made. The McGuffins were married in 1880, and lived together, apparently in a cat-and-dog fashion, until last April. It seems that the wife was exceedingly jealous of the husband. Mrs. McGuffin is a stout, dark woman, with a pair of snappy black eyes, which she kept constantly upon her husband. He accused her of threatening to shoot him and of making other rash avowals during the heat of her tantrums. The event which precipitated the trouble between McGuffin and his wife happened on the night of April 25, on which occasion Mrs. McGuffin prolonged to unusual length one of her curtain lectures. Her husband, in his testimony, stated that he was compelled to eave the house on account of his wife's tongue, and said that he was compelled to disarm her of a pistol before he left. He further accused her of threatening to "spoil" his face so that no other woman would have him in case he left her, and avers that she was in the habit of throwng stones at the houses of her neighbors. Other witnesses testified that when she got mad she had a habit of clawing out her hair by the handful and of going off into a state of hysteria that was really dreadboth the law and the fact. Proceeding upon the lady succumbed to one of these distressing attacks just because her husband informed her of his intention of joining a gun club. She was greatly overcome by the announcement and created a scene Another witness said that the defendant was in the habit of taking a drop of beer too much, and had also heard her say that she would throw vitriol in her hus-band's eyes rather than see her place usurped by another woman. Mrs. McGuffin, on the witness stand, complained that her husband remained out nearly every night in the week until 12 or 1 o'clock, and admitted that in consequence of this and certain communications ad-

dressed to him which she found she became extremely jealous. She said that she loved him passionately, and that the affection for him was the cause of much of the trouble between them. She pitifully told how she had worked hard to help accumulate the handsome property which her husband owned, and realized with a break-ing heart that he was drifting away from her. At the conclusion of Mrs. McGuffin's evidence Judge Winters announced that he believed her to be entitled to the divorce. The decree was denied McGuffin.

MARION STREET-RAILWAY CASE. New York Companies Take a Hand in the Receivership Matter.

The litigation over the Marion streetrailway line came to the front again in the federal court yesterday by the filing of the General Electric Company's answer to Russell B. Harrison's recent receivership suit against it and the bringing of a cross bill of the Metropolitan Trust Company of New York against all the parties to the case. Howard Cale, of this city, was appointed receiver of the Marion company (the Queen City electric railway) by Judge Woods March 26, on petition of Mr. Harrison. The answer of the General Electric Company yesterday denies that Mr. Harrison had spent anything out of his own pocket to improve the lines, and asserts that the whole cash outlay made by him up to Nov. 1, 1892, in the chartering, reor-ganizing and acquiring the property was \$2,471.22, according to his own statement, rendered on the above date.

It also claims that in his reference to the 1,000 shares he holds he suppresses all allu-sion to the General Electric Company's rights in that stock, and that he has fraud ulently refused to vest the voting power of any of said stock in the respondent. It as-serts that in his memorandum of June 18, 1892, Mr. Harrison demanded not to exceed \$4,000 in bonds to reimburse him for his outlay, but that by the time the bonds were issued this demand had grown to \$10,-000. His suit, the General Electric Company claims, is the outgrowth of its refusal to pay him \$3,316.40, which he alleges to be due him and which the company denies it

The cross bill and answer of the Metro-politan Trust Company, which, with the General Electric Company and the Queen City Railway Company, was made defend ant in the receivership action by Mr. Har-rison, is against all the parties to the suit, and asks that the court declare its lien a first mortgage on the property and for-close it; that the receivership be extended to cover its interests and that an injunction be granted restraining any party to property. W. L. Taylor, local attorney for the two New York corporations, filed the papers. Gen. John S. Wise, general coun-sel for the General Electric Company, was here a few weeks ago looking after this

MADE HER WALK THE STREETS. Mrs. May Glass's Story of Her Honeymoon in Chicago.

Mrs. May Glass yesterday brought suit for divorce against her husband, Hiram Glass, and also filed a complaint asking the court to set aside a deed of conveyance. Frank L. Glass and Caroline E. Glass are party defendants to the suit. Mrs. Glass was married to the defendant in October, 1893, and went with her husband to Chicago, where the honeymoon was spent walking the streets. The plaintiff avers that her husband was too stingy to patronize a hotel, and kept her walking about the city until she was worn out and sick. Returning to this city, they went to the defendant's farm, where she was ill treated. She further shows that her husband deeded forty acres of land to Frank and Caroline Glass in order to defraud her of her rightful possessions, and asks that the

May Make Another Ruling. It looks as if the Supreme Court intended to make another ruling in the school funds case, Clerk Sweeney having been instructed to issue no more copies of the recent decision. It will be rememberd that the court followed its first finding by a modified opinion but recalled the latter, since which time the matter has been in statu quo. Some of the school trustees have paid in their unexpended balances, while many retain the money. It is diffi-

cult to determine the portion the State is

merations are all in, which will be but Councilman Colter Acquitted. Councilman George Colter was acquitted yesterday, in the Police Court, of the charge of violating the liquor laws. The man who bought the beverage of Colter claimed that it was cream soda, and the officers who made the arrest could not swear that it was beer. C. J. Shoemaker, keeper of a gambling house, was fined \$10 and costs. He paid

the fines of the men arrested in his place. Mr. Colter Brought Him Back. Frank Byrre, charged with drunkenness and carrying concealed weapons in Police Court, had his case continued, with Councilman Colter on his bond. He left the city, and was located by Mr. Colter yesterday at New Albany.

In Favor of P. Hays. Judge Bartholomew yesterday found a

THE COURT RECORD. Superior Court. Room 1-James M. Winters, Judge.

C. C. Foster, receiver, vs. Equitable Savings and Loan Association; mechanic's lien. Dismissed and costs paid. John C. Ertel vs. John C. Brush; note. Judgment for plaintiff for \$532.50. Charles Jones vs. William H. Brown; sprinkling lien. Dismissed and costs paid. Henry C. Koller vs. James H. Webber et al.; injunction. Finding for defendant. Henry Noiting vs. William Bell et al.; springling lien. Dismissed and costs paid. William C. Rehling vs. Phoebe Miner; sprinkling lien. Dismissed and costs paid. Albert R. Baker vs. Supreme Sitting Order of Iron Hall; claims. On trial by John B. McGuffin vs. Amanda J. Mc-

Guffin; divorce. On trial by court. Charles Jones vs. John Q. Van Winkle; sprinkling assessment. Dismissed and Charles Jones vs. Addie Moore; sprin-kling lien. Cause dismissed at defendant's

Room 2-J. W. Harper, Judge. Rosanna Kinsela, administratrix, vs. P., C., C. St. L. Railroad Company; damages. Cause dismissed by agreement at defendant's costs. Chapin C. Foster, receiver, vs. John J. Carriger et al.: mechanic's lien. Cause dismissed and costs paid. Eliza Jane Wilson et al. vs. John H. Reade et al.; suit to set aside deed and quiet title. On trial by court.

Room 3-Pliny W. Bartholomew. Judge. Mid-continent Publishing Company vs. P. Hayes; contract. Jury finds for defendant on cross complaint in the sum of Julia A. Fischer vs. German-American Insurance Company; policy. Court instructs the jury to find for the defendant.
Julia A. Fischer vs. Citizens' Insurance Company; policy. Court instructs the jury to find for the defendant. Circuit Court.

Edgar A. Brown, Judge. Solomon Claypool vs. John S. Farrell; damages. Demand for \$600. On trial by William H. Noll vs. Ida M. Noll; com-

plaint for divorce. Superior Court, Room 2. William E. Stevenson vs. Alice V. Hatton; complaint for commission. Superior Court, Room 2. May Glass vs. Frank L. Glass et al.; action for divorce. Superior Court, Room 3. Olla Tagg vs. George Tagg; suit for divorce. Superior Court, Room 1. Ignatz Baldus vs. Kate Dehner; suit for replevin. Superior Court, Room 2. Henry H. Brothers vs. William E. Stevenson et al.; complaint on note. Circuit Court.

James Renihan et al. vs. Bridget Con nors: suit on account. Superior Court, United States Encaustic Tile Works vs. Oliver A. Keeley et al.; suit on account. Superior Court, Room 1. Massachusetts and Michigan-street Building and Loan Association vs. Jefferson M. Cassel. Superior Court, Room 3.

May Goodwin vs. The Van Camp Packnig Company; damages. Superior Court,

THE CREOSOTE KILLED HIM.

W. J. Neville Swallows the Stuff, Probably with Suicidal Intent.

W. J. Neville, known as "Shorty" Neville, aged forty-one years, residing in rooms above No. 249 West Maryland street, died last evening, about 6:30 o'clock, from the effects of taking a heavy dose of creosote. It is not known whether he took the drug with suicidal intent or whether it was accidental. He had been drinking heavily for the last three days, and was very sullen and acted in a distant manner towards his family and friends. Yesterday he was greatly under the influence of liquor, and those who saw him believed that the drink had affected his mind. His family told the saloons in the neighborhood not to sell him any more liquor. The saloon keepers on a number of occasions refused to sell Neville liquor, and this made Last night, about 5 o'clock, he went into

the saloon at West and Maryland streets and asked the proprietor to give him a drink. The proprietor refused to do this, and Neville started to leave the room, at the same time remarking, "Well, this is the last time you will ever refuse 'Shorty' a drink." The customers and the proprietor laughed, and the latter asked him what he intended to do. "Oh, that's all right. You will learn after awhile," said he as he left the saloon and went into his rooms above the saloon. On the stairway he met his mother, who was going to fetch a bucket of water. Mrs. Neville spoke pleasantly to him, and the son replied in a like manner. Mrs. Neville got the water, climbed the stairs, and was just stepping into the nearest room, when she saw Neville take from his lips a bottle containing about four ounces of creosote. This bottle was kept on a mantel in the room, and had been prescribed for Mrs. Neville. She dropped the bucket of water to the floor as she saw Neville staggering around the room, and exclaimed: "My God, Judson, what are you doing with the creosote?"
Neville did not answer, but, dropping the
bottle containing what was left of the
stuff, continued to stagger around the room. Mrs. Neville quickly summoned neighbors, who assisted Neville to a bed. When he was placed on the bed he immediately became unconscious. His lips were terribly burned and swollen. Dr. Eisenbeiss, who had been summoned, arrived and applied a number of restoratives but to no avail a number of restoratives, but to no avail. Neville died shortly after 6 o'clock. Neville leaves a wife and two daughters, aged twelve and nine years, respectively. He had been out of employment some months, and this discouraged him and probably caused his drinking spells. Mrs. Neville said last night that the creosote which her husband took had been prescribed for her some months ago by Dr. Sluss, of the City Dispensary. She said that soon after getting the drug she recovered from her illness and did not use all of it. She placed the bottle on a mantle in one of the rooms, and it had remained there untouched ever since. She said her husband was afflicted with sever pains of the stomach, and on several occasions took some camphor from a bottle standing on the same shelf on which was kept the bottle of crecsote to allay the pain. She is of the opinion that the stomach pains troubled him last evening, and that during the agony of a mo-ment he accidentally took the creosote instead of the camphor. However, his actions in the neighboring saloon give rise to the opinion that he intended to commit suicide.

TO SECURE PURE WATER. Board of Health Puts Seals on Water Works Valves.

It seems that the differences between the water company and the Board of Health are to be arranged without any trouble. The board has decided that the water connections with the river and the canal, which are for use in case of a serious conflagra tion which would exhaust the other supply are to be scaled with glass reals by the board and inspected often enough to be certain that the valves are not opened. In case of a serious fire the seals are to l broken and the river water turned into the mains, but notice will be given by a signa on the fire bells, that plople may avoid using the water while the impure water is in the mains. When the fire is out the pure water will be turned in again and the main thoroughly cleansed. Then the fire bells will again inform the people that the water may be used. The seals were put on yes terday afternoon.

entitled to. The apportionment of funds County Sunday School Conve will be made as soon as the school enu-The Marion County Sunday-sch sociation will hold its annual con next Tuesday in the Meridian-stree Church. Topics will be discussed morning by Rev. J. A. Pollock, of the association; Rev. A. B. Wh the South-street Baptist Church; Cl Coffin, dean of the DePauw Law Professor Iden, of Butler Univer the afternoon Rev. M. L. Haines, N. Sims and Miss Frances Foster troduce topics. W. C. Hall and Ch. Meigs will talk in the evening. To Sunday-school convention will Muncie on June 12.

Invited Him to a Lickin Last night three men whose na unknown went to the saloon of Jack Lynch. at Stevens street and Virginia avenue, and invited him outside to take a licking. Lynch could not be prevailed upon to do this, and the men stood on the sidewalk by the front door and hurled sentences of defiance at Lynch until the appearance of sevverdict for P. Hays in the suit of the Mid-continent Publishing Company, in which them to flight

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Men Whom He Thinks Will Be Before Democratic County Convention.

Few aspirants for positions on the Democratic county ticket are beginning to come to light, not very fast, however, in view of the fact that the convention will probably be held within sixty days. Sixty days before the recent Republican county convention candidates were springing from every nook and corner in the county. But they had future prospects to spur them on. Sim Coy last night could name only fourteen candidates for both the county and township convention He named for sheriff the present incumbent, Robert Emmett, Lon McClellan and Robert Cory; for auditor, E. M. Johnson; for treasurer, John Ostor, E. M. Johnson; for treasurer, E. M. terman and Hunter McCaslin; for clerk, Harry Springsteen; for recorder, William Wadsworth; for commissioner for the Sec-ond district, Sam Pfendler and Henry Brown; for commissioner for the Third district, Firman Stout, the present commis-sioner, and Robert Camplin. For township trustee he named Charles Stuckmeyer and William Meyers, with no candidate for assessor. He would not talk about the probabilities of who would be the nominees of the convention, but seemed to think that Emmett and Osterman would be the nominees for sheriff and treasurer. Coy thinks the county convention will be held before the middle of July.

Opening of the Shooting Park. The German Shooting Park, north of the city, will be opened next Sunday for the season. The opening will be informal. No speeches will be made and no programme followed. A good band will be in attendance, so that music will not be lacking. During the afternoon there will be several prize contests in the bowling alley. Small prizes, such as beer mugs, pipes and cases and canes, will be offered. The contest for first prize is expected to be quite lively.

Indiana Lumbermen. The Indiana Lumbermen's Association will meet at the Grand Hotel next Monday. Forty members are to be initiated into the association's secret order of Hoo Hoos. This order has already been de-scribed in the Journal and its history re-

lated. Dunlap's Celebrated Hats At "Seaton's Hat Store."

Steinway Plano Tuners Are at Bryant's, 58 and 60 North Pennsylvania. No matter what piano you have leave order for tuning there and it will have best attention, and at reasonable prices.

Sunday Train to Madison. Commencing May 27 the Pennsylvania line will have a train between Indianapolis and Madison to run on Sundays only, leaving Indianapolis at 7:30 a. m., and returning leave Madison at 6 p. m., stopping at all intermediate stations. W. F. BRUNNER, D. P. A., Indianapolis.

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